

USPTO

4/2/2009 9:20:11 AM

PAGE

4/008

Fax Server

TO: BRYAN CAVE LLP COMPANY: 211 N. BROADWAY

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/31/2009
900130633

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David M Nance		03/17/2009	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	BACKGATE DESIGNS, INC.		
Street Address:	18550 Railroad Ave.		
Internal Address:	Ste. B		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	CORPORATION; Citizenship/State of Organization: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76668574		
Serial Number:	76670596	FLAIR HAIR	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jessica.glunt@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 N. Broadway		
Address Line 2:	Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0230895		
NAME OF SUBMITTER:	Jessica E. S. Glunt		
Signature:	/Jessica E S Glunt/		

CH 76668574 \$65.00

TRADEMARK

REEL: 003964 FRAME: 0388

USPTO

4/2/2009 9:20:11 AM

PAGE

5/008

Fax Server

TO: BRYAN CAVE LLP COMPANY: 211 N. BROADWAY

Date:

03/31/2009

Total Attachments: 3

source=Nance_TM_Assignment#page1.tif

source=Nance_TM_Assignment#page2.tif

source=Nance_TM_Assignment#page3.tif

TRADEMARK

REEL: 003964 FRAME: 0389

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of the date of execution below, (the "Effective Date"), is hereby entered into by and between David M. Nance, an individual residing at 42 Central Avenue, #2, Los Gatos, California 95030 ("Assignor") and Backgate Designs, Inc., a California corporation, having a principal place of business located at 16550 Railroad Ave., Ste. B, Morgan Hill, California 95037 ("Assignee").

RECITALS

WHEREAS, prior to the Effective Date, Assignor owned, adopted, and used the trademarks listed in Schedule A in the United States of America, including all registrations therefore, and owned other transferable rights associated with this trademark, including, but not limited to, the goodwill of the business associated with said mark (the "Trademark"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Trademark, and all registrations, and common law rights therein;

NOW THEREFORE, in consideration of one dollar (\$1.00), the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, in, to and under said Trademark, including but not limited to the registration listed in Schedule A, all other rights associated with the Trademark, including but not limited to all goodwill associated therewith, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark pertains and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

DAVID M. NANCE

Date 3-17-09

By: 

Name: David M. Nance

Title: Individual

BACKGATE DESIGNS, INC.


Date 3-17-09

By: 

Name: DAVID M. NANCE

Title: PRESIDENT

Schedule A

Trademark	Serial No.	Reg. No.	Registration Date	Goods/Service
	76/668,574	3,289,423	September 11, 2007	Visors featuring fake hair behind the brims
FLAIR HAIR	76/670,596	3,289,458	September 11, 2007	Visors featuring fake hair behind the brims